Scott. II-27—45,004—21-10-27.

(1928) Department.

SERIES.

G.O. No. 2220 (CONFIDENTIAL)
2990

DATED 25th September 1928.
25/11/1928

[Despatch Abstract.]

Suits - (South Kanara) - High Court - A. S. No.259 of 1921 - Mrchsat - Compromise terms - Modification - Approved.

Confidential.

REVENUE DEPARTMENT.

SECRETARY TO GOVERNMENT 13 SEP 1928 REVENUE DEPARTMENT

CURRENT No. 3213 B

Received ..... 192 *Registered* 13.9. 1928.

3a
13.9.28.

Subject.

Suits - (South Kanara) - High Court - A.S.259/21 -

Haladi Escheat - Compromise terms - Modification.

SECRETARY TO GOVERNMENT 13 SEP 1928 REVENUE DEPARTMENT

ENCLOSURES.
No.....
Spare copies.....

Refce. A. No.2535/28-2 (Confdl.)

Station Madras, *Dated the* 10th September

From S.G. Sengodaiyan, Esq., I.C.S.,

Ag. Secretary Land Revenue and

~~The~~ Board of Revenue, ~~Revenue~~ Settlement, etc.

~~Separate Revenue.~~

The Hon'ble Mr.H.A.B.Vernon, I.C.S.,
Commissioner of Land Revenue.

~~Resolution~~
Reference.

Read the following papers:--

1. Letter from C.G.Herbert Esq., I.C.S., Collector of South Kanara, Ref. on A.3-4477-21, dated the 6th June 1928.

Not received in Law.

B.P.Mis.1429/Confdl... dated 30th April 1928.

No. 8732 16/9/28 (E)

The proposals of compromise having been sanctioned by the Government, I requested the defendants' Vakils to arrange with their clients for immediately withdrawing from the appeal now pending in the Privy Council and paying to Government Rs.4125-12-10 on account of costs and Rs.5250/- on account of price of the property so that the property may be

conveyed to the defendants' family by a sale deed.

2. The 1st defendant Duggappa Bhandary has filed the enclosed petition praying that the price fixed for the land may be reduced. The price of Rs.5250 was arrived at by calculating the value on the net rental of 52½ muras of rice at Rs.100 for every mura of rice rent. In arriving at the net rental the price of rice was calculated at Rs.6-8-0 per mura and deduction was made only on account of actual land revenue assessment excluding the cesses. The 1st defendant wants that the amount of cesses should also be deducted from the gross rental of 65 muras of rice and Rs.146-5-0 in cash and that the price of rice may be fixed at the rate usually adopted by the Settlement Department. It is not usual to make any deduction for cesses, as they are separately charged by the Local Board under the Local Board's Act. I see no reason to grant any deduction on this account. The rate of Rs.6-8-0 per mura of rice which has been adopted is that published in the District Gazette for May 1928. I find, however, that the rate reported by the Tahsildar of Udipi Taluk where the property lies is Rs.6-2-0 per mura. If the latter rate is adopted, the price of the property is slightly reduced and comes to Rs.5166/-. It is reasonable to adopt the rate of Rs.6-2-0 instead of the gazette rate of Rs.6-8-0. I request, therefore, that the Board may be pleased to sanction the reduction of the value of the proper to Rs.5166/-

Enclosure.

Petition from Haladi Potail Duggappa Bhandari, dated 24th May 1928.

1. Your Petitioner has been duly informed that the Government has been pleased to sanction the compromise proposed and your Petitioner craves leave to express his gratitude to the Government.

2. Your petitioner has been called upon to pay Rs.5250/- said to be the price of items I and III and of the Muli right in item II calculated at the rate of Rs.100/- for

every Mura of rice net.

3. The gross income of items I & III according to the Judgments of the Sub Court and High Court is 65 muras of rice and Rs.70-5-0 (for item I) plus 0-11-0 (for item II) i.e. 65 muras of rice and Rs.71-0-0.

4. The assessment of Items I and III is Rs.155-2-0 and together with the cesses it is Rs.172-1-3.

5. The net income of item I and III therefore is 65 muras of rice less Rs.101-1-3.

6. The net income of item II (subject to the mulageni) is Rs.4-0-0.

7. Consequently the net income of items I and III is 65 muras of rice less Rs.97-1-3.

8. If the price be fixed at Rs.5250/- then it has been assumed that the net income is 52½ muras of rice which could be arrived at only if 12½ muras of rice is taken as equivalent to Rs.97-1-3.

9. That your petitioner submits that the commutation rate that must have been adopted is very high.

10. That your petitioner prays that having regard to the fact that the property is situated in the interior in Udipi Taluk and that the price of rice there is much lower than in Towns, the commutation rate of rice for the purpose of ascertaining the net income may be reduced and that the rate usually adopted by the Settlemenent Authorities may be adopted.

11. Your petitioner therefore prays that the price of the property may be reduced accordingly for which act of kindness your petitioner will ever remain grateful.

Board's Reference thereonNo.A.2535/28-1 (Confdl.), dated the 20th June 1928.

The Collector is requested to ascertain definitely from the 1st defendant or his vakil whether he would agree to pay Rs.5166/- (Rupees five thousand one hundred and sixty six only)

and report the result to the Board.

III.

Reply thereon from C.G.Herbert,Esq., I.C.S., Collector of South Kanara, Ref.on A3-4477-21 (Confdl.), dated the 22nd August 1928.

The 1st defendant Duggappa Bhandari objected to paying Rs.5,166 and offered Rs.4,700 on the ground that the rate adopted by the Civil Court for estimating the mesne profits in the suit was Rs.5-8-0 a mura and that cesses should be deducted. It is true that the Civil Court fixed Rs.5-10-0 a mura less annas 2 conveyance as the rate to be adopted in reckoning the mesne profits. Please see paragraph 66 of the Sub-Judge's judgment in thesuit (O.S.2/19) at page 19 of the printed records of the suit. The defendant is not, however, entitled to deduct cesses. I pointed this out to him and asked him whether he was willing to pay Rs.5,000 the mesne profits being reckoned at the rate fixed by the Civil Court. He agreed to this. I request the sanction of the Board to accept the amount.

Reference.

Submitted to Government with reference to G.O.Mis.873 Revenue, dated the 18th April 1928.

2. The Board supports the Collector's recommendation to fix the price of the property mentioned in condition 5 of the compromise approved by Government in the G.O. quoted in para. 1 above at Rs.5000 (Rupees Five thousand only).

W. Koicpleu
11.9.28.
For Ag.Secretary.

To the Secretary to Government,
Revenue Department

Rev Dept

Suits (S. Kanara) - High Court
A.S. No. 259/1921 - Haladi Escheat
Compromise Arrears - Modified

C No 3218 B/28 - From the Board of Rev. 1921
Ref A. 2535/28-2 (Confd) 10/.

To Asst Secy

Please see the Board's Ref. in the
brief history of the case is
set out below

One Durgi Shetthi of Haladi
Family in S. Kanara dt. having died
in 1876 leaving behind her no heirs
her properties were declared escheat
in G.O. No. 2317 Rev. dt. 10.10.1946. The
properties were three in Numbers,
Items 1 & 2 being lands comprised in
Muli Warg No. 1 and item 3 being land
comprised in Hosagenne Warg No. 8. A Govt
suit was filed A suit before the Subordinate
Judge, S. Kanara, for recovery of possession
of the properties against Dugappa Bhandary
and his brother, Ramayya Shetty, the
defendants in the suit. The suit was
dismissed

The Govt. thereupon appealed to

p. 106 of (K) 23.5.47 (K)

(T)

p. 106 of (K)

p. 107 of (K)

the High Court. The High Court decreed the suit in Government's favour as regards items 1 & 3 but as regards item 2 it held that the mulgeni (permanent) lease executed by Daraya Shetti of Halad (a predecessor in title to Durgi Shetti) family was binding on the Govt and that possession of item 2 could not be decreed p. 107 of (

The defendants preferred an appeal to the Privy Council. The case is pending before in the Privy Council

In the meantime the defendants through their Vakil offered to compromise on certain terms. The Collr and the Board of Rev recommended the acceptance of the terms of the Compromise the terms of the Compromise as finally approved by the Govt-vide Go. Mis 878 Rev Dt. 16-4-1928 M 31-334 to 8/73 (L) M 29-30 of (E)

The Board of Rev. has now recommended that the price of the property mentioned in clause 5 of the terms of compromise may be fixed at Rs. 5000/- only instead of at Rs 5250/- the price arrived at by Calculating the Value at the net rental of 5-2½ muras of rice at Rs 100/- for every 4 muras of p. 4 of vide Go at (E)

Govt. Mis Boards Reference No. 6

may be approved. A draft order is submitted for approval.

PB
18-9-28

The proposal of the Bd of Rev in this Ct is to modify clause 5 of the terms of Compromise approved in G.O 873 Revds 18.4.28 in so far as the Valuation of the property is concerned. The rate of valuation approved in that G.O was that proposed by the defendants themselves in their Compromise petn : differce between the valuere of the property according to that rate and the value as now proposed is only Rs 250. The proposal to revise the valuation, which is recommended by the Coll & the Board of Rev, may be approved. The defendants accept the ~~revised~~ valuation proposed. Draft order for approval

4

Rev DEPARTMENT.

Sch. II-5 (a)—88,004—26-10-27. (6)

	Date.	Initials.
When received for Fair-copying.		
When copied ..		
When examined ..		
When signed ..		
When despatched ..		

READ AGAIN G.O. No. Mis 873 Rev, dated 18 - 4 - 1928

" " " " " " 192

READ ALSO :—

Ref. A 2555/28-2 (Confdl).

C. No. 32136/28 From the Board of Rev., ZR-US, No. , dated 10 - 9 - 1928.

" " " " " " 192

" " " " " " 192

Rev. Dept
Rev despatch
docket
25/9/28

ORDER.

Mis

(Confdl)

No. 2220 dated 25 - 9 - 1928.

The Government accept the recommendation of the Board of Revenue to fix the value of the property mentioned in clause 5 of the terms of compromise approved in G.O. No Mis 873 Rev dt 18.4.28 at Rs 5000/- (Rs five thousand only)

PA
15-9-28

MM
18.9.28

DEST. ENED
25TH SEP 1928

Mis
25/9/28

DM
18.9.28

DM
20.9.28

To The Board of Revenue ZR-US

Note. For a history of the case please see notes at pp. 37-44 of (E).

MM
18.9.28